

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant  Latham & Watkins LLP, 555 Eleventh Street, NW, Suite 1000, Washington, D.C. 20004-1304		2. Registration No.  6628						
3. Name of Foreign Principal Ministry of Justice, Republic of Kazakhstan ("MOJ")	4. Principal Address of Foreign Principal MOJ: 010000, Astana, Left Bank, Mangilik El street 8, House of Ministries, 13 entrance, Kazakhstan							
5. Indicate whether your foreign principal is one of the following:								
<input checked="" type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <table border="0"> <tr> <td><input type="checkbox"/> Partnership</td> <td><input type="checkbox"/> Committee</td> </tr> <tr> <td><input type="checkbox"/> Corporation</td> <td><input type="checkbox"/> Voluntary group</td> </tr> <tr> <td><input type="checkbox"/> Association</td> <td><input type="checkbox"/> Other (<i>specify</i>) _____</td> </tr> </table> <input type="checkbox"/> Individual-State nationality _____			<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee	<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group	<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____
<input type="checkbox"/> Partnership	<input type="checkbox"/> Committee							
<input type="checkbox"/> Corporation	<input type="checkbox"/> Voluntary group							
<input type="checkbox"/> Association	<input type="checkbox"/> Other ( <i>specify</i> ) _____							
6. If the foreign principal is a foreign government, state:								
a) Branch or agency represented by the registrant Ministry of Justice, Republic of Kazakhstan								
b) Name and title of official with whom registrant deals Almat Madaliyev, Director of Strategic Planning Department, Ministry of Justice								
7. If the foreign principal is a foreign political party, state:								
a) Principal address								
b) Name and title of official with whom registrant deals								
c) Principal aim								

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

---

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

---

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

---

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

---

### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A September 05, 2019	Name and Title Clara M. Martone-Boyce, Deputy General Counsel	Signature /s/ Clara M. Martone-Boyce eSigned
--	--	--



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Latham &amp; Watkins LLP

2. Registration No.

6628

3. Name of Foreign Principal

Ministry of Justice, Republic of Kazakhstan ("MOJ")

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will provide strategic consulting and management services to the principal specific to issues facing the principal, in areas of responding to factual inquiries from government officials, government relations, and issues management. The registrant will also assist the foreign principal in preparing for meetings with members of the United States government in connection with factual inquiries made by government officials regarding the foreign principal's criminal justice system. The registrant does not anticipate personally engaging with government officials or disseminating any informational materials.

## 8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will provide strategic consulting and management services to the principal specific to issues facing the principal, in areas of responding to factual inquiries from government officials, government relations, and issues management. The registrant will also assist the foreign principal in preparing for meetings with members of the United States government in connection with factual inquiries made by government officials regarding the foreign principal's criminal justice system. The registrant does not anticipate personally engaging with government officials or disseminating any informational materials.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The registrant will provide strategic consulting and management services to the principal specific to issues facing the principal, in areas of responding to factual inquiries from government officials, government relations, and issues management. The registrant will also assist the foreign principal in preparing for meetings with members of the United States government in connection with factual inquiries made by government officials regarding the foreign principal's criminal justice system. The registrant does not anticipate personally engaging with government officials or disseminating any informational materials.

## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
September 05, 2019	Clara M. MartoneBoyce, Deputy General Counsel	/s/ Clara M. Martone-Boyce eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.



Richard P. Bress  
rick.bress@lw.com  
Direct No. (202) 637-2137

555 Eleventh Street, N.W., Suite 1000  
Washington, D.C. 20004-1304  
Tel: +1.202.637.2200 Fax: +1.202.637.2201  
www.lw.com

**LATHAM & WATKINS** LLP

FIRM / AFFILIATE OFFICES

Beijing	Moscow
Boston	Munich
Brussels	New York
Century City	Orange County
Chicago	Paris
Dubai	Riyadh
Düsseldorf	San Diego
Frankfurt	San Francisco
Hamburg	Seoul
Hong Kong	Shanghai
Houston	Silicon Valley
London	Singapore
Los Angeles	Tokyo
Madrid	Washington, D.C.
Milan	

April 12, 2019

Republic of Kazakhstan  
Mr. Almat Madaliyev  
Vice-Minister of Justice of the Republic of Kazakhstan  
House of the Ministries  
8 Mangilik El Avenue  
Astana 010000  
Republic of Kazakhstan

Re: Engagement Letter

Dear Mr. Madaliyev,

This Letter will confirm the terms of the engagement between the Republic of Kazakhstan Ministry of Justice, ("the Ministry" or "you") and Latham & Watkins LLP. To the extent they are relevant, this Letter incorporates the terms of the Contract for a Complex of Legal Services for Representation and Protection of Interests in Competent Authorities and International Organizations between Latham & Watkins LLP and the Ministry dated, 2019 including any amendments thereto and future iterations thereof (the "Contract"), and in the event of any conflict between the two the terms of the Contract will control.

**I. LEGAL SERVICES.**

You have asked us to represent the Ministry by assisting it a) in connection with its interactions with United States and European state authorities, and other international organizations, regarding international human rights law cases and proceedings, b) regarding related cases and/or proceedings at the request of the Ministry, and c) with regards to developing an integrated strategic approach to these issues separate and apart from any individual proceeding or case, as set forth in the Contract. If additional services are requested by the Ministry and agreed to by us, this Letter will also apply to such services unless superseded by another written agreement. In each instance, before we can agree to provide additional services, including any that may be contemplated by the Contract, we will need to perform a conflicts check and otherwise confirm our ability to provide these services. Our representation is limited to the specific services that you request and that we have agreed to undertake.

April 12, 2019  
Page 2

LATHAM & WATKINS LLP

Please let me know promptly if any questions arise about the services provided to you by anyone at our firm, or about any billing that you receive from us, so that we can act appropriately.

## II. IDENTITY OF THE CLIENT.

The Ministry will be our sole client in this matter. We do not represent and will not be deemed to have an attorney-client relationship with any of your officials, employees, agencies, instrumentalities, or subdivisions, or any official or employee, or other agency, instrumentality, or subdivision of the Republic of Kazakhstan, solely on account of this representation. We are distinguishing between the entities and persons who are and are not our clients so that it is clearly understood to whom our various duties as attorneys are owed. We shall have those duties to the Ministry as defined herein, but not to other entities or persons even if they are affiliated entities or constituents of the Ministry. If we subsequently agree to represent any affiliated entities or constituents of the Ministry, we will need to perform a conflicts check and either execute separate engagement letters with them or confirm the details of the representation in writing. If, however, we take on work for such affiliated entities or constituents without such a separate engagement letter or confirmation, the terms in this engagement letter (including, but not limited to terms governing conflicts of interest and arbitration of disputes) will apply to that representation.

You have designated Mr. Marat Beketayev, The Minister of Justice of Kazakhstan, as authorized representative to direct our activities and to be the primary person with whom we will communicate regarding the subject matter of this representation as well as any billing issues. This designation is intended to minimize uncertainty and to establish a clear line of authority for us, although in the course of our representation, we may also be working with other personnel.

Because of the extraterritorial reach of Anti-Money Laundering laws in certain jurisdictions where Latham practices, it may become necessary for us to collect additional documentation respecting the Ministry if any timekeepers outside of the U.S. work on this matter or any additional matter we agree to undertake. We will seek to collect any required documentation from publicly-available sources; however, we may need to request documentation directly from you if the documentation is not publicly available.

We provide information to clients and others about our experience in particular areas. In this context it is helpful to be able to identify particular clients and matters. Of course, we would not publicize your matters in a manner that could harm your interests. Moreover, even where a matter is publicly known, we would not publicize it if you would prefer that we not do so. If we think that you might prefer that we not use any particular matter of yours in this way, we will discuss it with you before proceeding. Absent such circumstances, however, you consent now to our using in our marketing materials your name and logo in describing publicly known and non-sensitive matters we have handled for you.

LATHAM & WATKINS LLP  
555 Eleventh Street, N.W., Suite 1000  
Washington, D.C. 20004-1304



April 12, 2019  
Page 3

**LATHAM & WATKINS** LLP

### **III. ROLES OF ATTORNEY AND CLIENT.**

Our responsibilities are to provide legal counsel and assistance to the Ministry in accordance with this Letter and contract, and provide statements to you that clearly state the basis for our fees and charges. We will not disclose any confidential information of yours to any other client, even where that information might have some bearing on their interests. Likewise, we will not disclose the confidences of any other client to you, even where that information might have some bearing on your interests, and you agree that we are under no obligation to do so. You also agree to keep us informed of developments related to this representation and to pay our statements in a timely manner. To allow us to conduct a conflicts check, you represent that you have identified to us all persons and entities that are or may become involved in this matter, including all such persons or entities that are affiliated with you. You also agree to notify us if you become aware of any other persons or entities that are or may become involved in this matter.

During the course of this engagement, we may express opinions or beliefs to you about the effectiveness of various courses of action or about the results that might be anticipated. Such statements are expressions of opinion only, and should not be construed as promises or guaranties.

Please also be aware that Latham & Watkins LLP has internal ethics and professional responsibility counsel, who advise Latham attorneys regarding their ethical, professional and legal duties. From time to time, the attorneys working on your matter may consult these lawyers. You acknowledge that, irrespective of the audits rights provided in Section 2.4.2 of the Contract, any such consultation is protected by Latham's own attorney-client privilege, and you waive any right to discovery of those communications. Should circumstances arise in which Latham & Watkins LLP faces a conflict of interest with respect to or by virtue of these communications, you agree to waive that conflict. You also agree that such communications are property of the firm and are not part of the Client File as defined in Section IV of this Letter.

### **IV. CLIENT FILES AND RETENTION.**

In the course of your representation, we shall maintain a file in which we may place correspondence, agreements, governmental filings, prospectuses, disclosures, pleadings, deposition transcripts, exhibits, physical evidence, expert reports, and other items reasonably necessary to your representation ("Client File"). The Client File shall be and remain the property of the Ministry. You may therefore request a copy or the original of the file (not including our work product, however) at any time (including after the matter is terminated). We will be entitled to make copies if we choose.

At the conclusion of the project (whether or not you take possession of the Client File) you will take possession of any and all original contracts, wills, stock certificates, and other such important documents that may be in the Client File and we shall have no further responsibility with regard to such documents. If you do not take possession of the Client File at the conclusion of the project, we will store such file for a period of ten years. If you do not take possession of the Client File during such ten-year storage period, you agree that we may dispose of it. In



April 12, 2019  
Page 4

**LATHAM & WATKINS** LLP

addition, in the event we are holding files of yours for a matter other than one in which we have represented or are representing you, you agree that we may dispose of such files ten years after we receive them, if you have not claimed them from us prior to that. You agree that our internal communications, preliminary drafts, notes, and mental impressions shall be and remain our property and shall not be considered part of your Client File. You agree that we may enact and implement reasonable retention policies for such materials and that we also have discretion to delete such materials.

**V. CONFLICTS OF INTEREST.**

While we are representing you in this matter, we will have no other role in this matter for another party without your consent. As with any other client and any other matter, you will have our complete loyalty with respect to this matter. Section 2.1.3 of the Contract notwithstanding, you and we agree that conflicts of interest in our relationship will be defined as legal or ethical conflicts under the applicable rules of professional conduct, and shall be governed by this Section V.

We also note, however, that Latham & Watkins LLP is an international law firm with numerous attorneys and offices in many countries and that we practice in many diverse areas of law. It is possible that during the time we are representing you, some of our current or future clients may ask us to represent them in matters in which you are involved as another party. Both our own prudent business conduct, and the interests of our other clients, call for us to seek to retain the ability to take unrelated matters for all of our clients. We thus ask you in connection with this engagement to consent in advance to our acceptance of future matters (including litigation matters) adverse to the Ministry, provided that those matters are not substantially related to the work that we have done for you. By entering into this agreement, you consent to such adverse representations. Thus, for example, you agree that we would be able to take a new lawsuit or transactional matter for one of our current or future clients, adverse to the Ministry, at the same time that we are representing the Ministry in this matter, so long as the adverse matter is not substantially related to the work we have done for you. This consent also includes being adverse to you in any bankruptcy, regulatory, administrative, legislative or rulemaking proceeding.

In addition, by entering into this agreement you agree that if we represent you in a matter across from another person or entity, we may represent such person or entity on matters not substantially related to our work for you.

We take very seriously our obligations to maintain the confidentiality of information we receive from all of our clients, including the Ministry and any other clients covered by this consent. Accordingly, we will continue to maintain the confidences of both the Ministry and our other clients.

You should feel completely free to consult other counsel concerning these matters and we encourage you to do so. By signing this letter, you acknowledge that you have had an opportunity to consult with other counsel.



LATHAM & WATKINS<sup>LLP</sup>**VI. RATES, FEES AND CHARGES.**

The Ministry is responsible for payment of all fees and expenses owed to us under this Letter, and the financial terms of this engagement are governed solely by the Contract

Any funds that you may deposit with us as an advance towards our fees and charges will be treated as property of the firm. Any unused portion of such advance after our services are concluded will be returned to you.

We intend to provide statements to you on a monthly basis. They will show our time logged in tenth-of-an-hour increments and will separate fees from disbursements and other charges. Payment of our statements is due promptly upon receipt. Our rates are based on our receiving payment within thirty (30) days.

From time to time, you may request estimates of the fees and charges that we anticipate incurring on your behalf. These estimates are subject to unforeseen circumstances and are by their nature inexact. While we may provide estimates for your general planning purposes, such estimates are subordinate to our regular billing procedures, absent an express written agreement to the contrary.

**VII. LIMITED LIABILITY PARTNERSHIP.**

Latham & Watkins LLP is a limited liability partnership (LLP). Similar to the corporate form of business organization, the LLP form generally limits the liability of the individual partners of the firm to the capital they have invested in the firm for claims arising from services performed by the firm. Our form of organization as an LLP will not diminish the ability to recover damages from the firm or from any individuals who directly caused the loss.

Because of legal requirements in those countries, work done out of our offices in England, France, Hong Kong, Japan, Singapore, Saudi Arabia, and Italy will be carried out through affiliated partnerships registered locally, but the distinction will be largely transparent to you as a client.

**VIII. ENTIRE AGREEMENT AND MISCELLANEOUS.**

You and we understand that this Letter and the Contract constitute the entire agreement pertaining to the engagement of Latham & Watkins LLP, and that it shall not be modified by any policies, procedures, guidelines or correspondence from you or your representative unless agreed to in writing by Latham & Watkins LLP. This Letter, its meaning and interpretation, including relations between the parties, shall be governed by the laws of the Republic of Kazakhstan.

All parties signing this letter represent and warrant that they are fully authorized to enter into this agreement, and in the case of signatories agreeing on behalf of organizations, to bind the organization or organizations to the terms in this letter.

Our relationship with you will be deemed concluded when we have completed our agreed-upon services, except that for the avoidance of doubt, your obligations for fees and

April 12, 2019  
Page 6

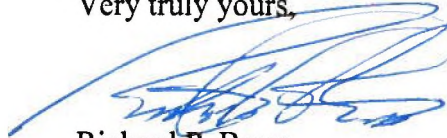
**LATHAM & WATKINS** LLP

charges shall survive. In addition, and without limiting the preceding sentence, in the event we have performed no work on your behalf for six consecutive months, you agree that our attorney-client relationship with you will have been terminated.

**IX. APPROVAL AND RETURN OF LETTER.**

If this Letter meets with your approval, please sign and return the enclosed copy.

Very truly yours,



Richard P. Bress  
of LATHAM & WATKINS LLP

**LATHAM & WATKINS** LLP

555 Eleventh Street, N.W., Suite 1000  
Washington, D.C. 20004-1304



April 12, 2019  
Page 7

LATHAM & WATKINS LLP

**Approval of Engagement**

The Republic of Kazakhstan Ministry of Justice, has read the enclosed Letter and agrees to its terms, effective as of the date on which Latham & Watkins LLP first provided services to the Republic of Kazakhstan Ministry of Justice.

Date: \_\_\_\_\_, 2019.

a \_\_\_\_\_

By: \_\_\_\_\_

Name: Mr. Almat Madaliyev

Title: Vice-Minister of Justice of the Republic of Kazakhstan



US-DOCS\103709360 1

7

**LATHAM & WATKINS LLP**  
555 Eleventh Street, N.W., Suite 1000  
Washington, D.C. 20004-1304